

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LAYLA BASILIALI, an individual,
on behalf of herself and others
similarly situated,

Plaintiff,

v.

ALLEGiant AIR, LLC, a Nevada
limited liability company; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 2:18-cv-3888 RGK (MRWx)

Assigned For All Purposes To:
Honorable R. Gary Klausner
Courtroom 850, 8th Floor, Roybal Bldg.

**[PROPOSED] JUDGMENT &
DISMISSAL OF ACTION**

Complaint Filed: March 15, 2018
Removed: May 9, 2018

1 On July 1, 2019, the Court granted Plaintiff Layla BasiliAli's ("Plaintiff")
2 Motion for Approval of the Private Attorneys General Act ("PAGA") Settlement
3 Agreement and Release entered into between Plaintiff, on behalf of herself and as a
4 proxy/agent for the State of California and the Labor Workforce Development
5 Agency ("LWDA"), and Defendant Allegiant Air, LLC ("Defendant" or
6 "Allegiant") ("PAGA Settlement" or "PAGA Settlement Agreement"). ECF No.
7 88. The PAGA Settlement Agreement provides for a judgment and dismissal to be
8 entered along with the order approving the PAGA Settlement. *See, e.g.*, ECF No.
9 84-3, p. 6 of 24, ¶ 2.11 ("Judgment' means the judgment to be executed and
10 entered by the Court pursuant to this Agreement."); p. 16 of 24, ¶ 4.10 ("This
11 Settlement is expressly conditioned upon the Court granting the Motion and
12 entering the Approval Order and Judgment, including the dismissal of Plaintiff's
13 representative PAGA claims and Plaintiff's individual California Labor Code
14 claims with prejudice, and California Labor Code class claims without prejudice.").

15 In accordance with the Order Approving the PAGA Settlement (the "Order")
16 and the PAGA Settlement Agreement, the Court hereby **ORDERS, ADJUDGES**
17 **AND DECREES** as follows:

18 1. Judgment in this matter is hereby entered in accordance with the terms
19 of the Order and the PAGA Settlement Agreement. Unless otherwise provided
20 herein, all capitalized terms used herein shall have the same meaning as defined in
21 the PAGA Settlement Agreement.

22 2. The claims of Plaintiff Layla BasiliAli individually and the
23 representative claims brought by Plaintiff on behalf of all the PAGA Settlement
24 Employees as proxies/agents for the State of California and the LWDA are hereby
25 **DISMISSED WITH PREJUDICE**. Plaintiff's remaining class claims, to the extent
26 they remain following the Court's striking of the motion for class certification, are
27 hereby **DISMISSED WITHOUT PREJUDICE**.

28 3. Neither the PAGA Settlement, nor any of the terms set forth in the

1 PAGA Settlement Agreement, are admissions by the Released Parties, nor is the
2 Order or this Judgment a finding of the validity of any claims in the Lawsuit or of
3 any wrongdoing by the Released Parties.

4 4. This Judgment is intended to be a final disposition of the Lawsuit in its
5 entirety. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement.

7 5. Plaintiff shall submit a copy of this Judgment to the LWDA within ten
8 (10) days of entry of this Judgment.

9 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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11 Dated: July 24, 2019



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13 HON. R. GARY KLAUSNER
14 United States District Judge
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